ATTACHMENT—GROUND FOR—REMOVAL OF DEBT—SITUS.—In an action for damages for failure to furnish machines to manufacture nails, whereby plaintiff lost profits he would have made by the sale of the nails, an attachment was obtained on the ground that the defendant, a foreign corporation, was about to remove its property from the state, not leaving enough to satisfy the plaintiff's claim. The removal anticipated was the fact that a resident of the state was indebted to the defendant, and was about to pay the debt. On error for refusal to dismiss the attachment, for want of ground for attachment, and because attachment could not be maintained on an unliquidated demand, the judgment sustaining the attachment was affirmed. *Bates Machine Co.* v. *Norton Iron Works*, (May, 1902), — Ky. —, 68 S. W. Rep. 423.

In a few other states attachments are sustained though the claim sued on is not liquidated (ROOD, ATTACHMENTS, etc., pp. 156-158.) The reason given by the court for holding that there was a ground for attachment was that the situs of debts is with the debtor (relying principally on *Chicago. R. I. & P. Ry. Co.* v. *Sturm*, 174 U. S. 710, ROOD, ATTACH., etc., p. 71), and that payment to and removal by the defendant to its home office was a sufficient removal of property from the state. We are unable to find any other decisions on this point.

BANKRUPTCY—VALIDITY OF BANKRUPTCY ACT OF 1898.—Plaintiff sued to recover upon a judgment notwithstanding that the judgment debtor had been discharged as a bankrupt under the Act of 1898, alleging that that Act was unconstitutional and void because it applied to others than traders; because it was not uniform throughout the United States inasmuch as it recognized the varying exemption laws of the several states; and because it made no provision for notice to creditors of the application to be adjudged a bankrupt in voluntary proceedings, thus depriving the creditor of property without due process of law. *Held*, that the Act is valid and that no recovery could be had. *Hanover National Bank* v. *Moyses*, (1902), — U. S. — , 22 Sup. Ct. Rep. 857.

The court held that it was no objection to the law that it applied to others than traders; that the uniformity required was geographical and not personal and was not violated by permitting the debtor to retain what would have been exempt from seizure by the creditor; and that proceedings in bankruptcy are so far of the nature of proceedings *in rem* as not to require personal notice of the application,

CONFLICT OF LAWS—CONVEYANCE—COVENANTS.—A deed of lands situated in North Carolina executed in South Carolina by a married woman living there, was in due form executed and acknowledged, according to the laws of South Carolina, with covenants of warranty. *Held*, that while both deed and covenant were valid by the laws of South Carolina, both were void in North Carolina, as the deed was defectively acknowledged; that the deed being void, the covenant worked no estoppel against the maker, although valid where made. *Smith* v. *Ingram*, (1902) 130 N. Car. 100, 40 S. E. Rep. 984.

There is great confusion upon the question involved in this case. Some courts have expressly held the opposite. *Phelps* v. *Decker*, (1813) 10 Mass. 267; *Polson* v. *Stewart*, (1897) 167 Mass. 211, 45 N. E. 737, 36 L. R. A., 177, 57 Am. St. Rep. 452. Certain authorities have taken the broad ground that all controversies affecting real estate must be settled by the *lex situs*. *Johnston* v. *Gawtry*, (1882) 11 Mo. App. 322, On the other hand, it has been held that covenants are personal contracts and if valid where made are valid and enforcible everywhere. *Oliver* v. *Loye*, (1881) 59 Miss. 320. Others have noted a distinction between covenants running with the land and those not running with the land. The latter would be valid in other jurisdictions even if inoperative according to the law of the place where the land is. *Bethell* v. *Bethell*, (1876) 54 Ind. 428. A covenant of warranty is an accessory contract. Holland, Jurisprudence, (5th ed.) 261. On principle it then seems that when there is in effect

no principal contract, no collateral agreement which rests merely on the existence of the main obligation can be supported.

CONSTITUTIONAL LAW—FOURTEENTH AMENDMENT—BLACKLISTING STATUTE—The legislature of Minnesota passed an act imposing a punishment of imprisonment on employers "blacklisting" employes. *Held*, that the act was valid, the statute being for the protection of a natural right guaranteed by the Constitution. *State* v. *Justus*, (1902), — Minn. —, 88 N. W. Rep. 759.

Similar blacklisting statutes exist in about fifteen states, but this appears to be the first case where their constitutionality is drawn in question. EDDY, COMBINATIONS, *passim*. In itself, blacklisting has been held to be no cause for action in equity, and an injunction has been refused. *Worthington* v. *Waring*, (1892) 157 Mass. 421, 32 N. E. 744, 20 L. R. A. 342, 34 Am. St. Rep. 294. But where malice is found in these cases there is a deprivation of a civil right by wrongful act, and if employment has been denied by such an act, a cause of action at law arises. COOLEY, TORTS, (2nd Ed.) 328; *Mattison* v. *Ry. Co.*, (1895) 2 Ohio N. P. 276, 3 id. 190. 3 Ohio Low. Dec. 526, 5 id. 125. That employment has been sought and refused must be averred in pleading. *Hundley* v. *Railroad Co.*, (1898) 105 Ky. 162, 48 S. W. 429. The right to labor is property. BLACKSTONE, Com. II, 5; *Slaughter House Cases*, (1872), 16 Wall. 36, 113; and it is included among the rights secured by the 14th Amendment: *In re Parrott*, (1880), 1 Fed. R. 481. As, therefore, no constitutional right is violated, but rather protected, the decision in the principal case seems to be sound.

CONSTITUTIONAL LAW—RETROACTIVE LEGISLATION—CURATIVE ACT—B., who resided in Texas, was largely indebted to M., and M. had obtained judgment against him. After the rendition of the judgment, B. borrowed of the E. S. B. Co., a large sum of money which he invested in cattle. To secure the repayment of the money, B. mortgaged the cattle to the E. S. B. Co. The cattle were sent into Indian Territory to graze. Under the laws of Congress, such mortgages should be recorded where the mortgagor resided; instead of this, they were recorded in Indian Territory, where the cattle were. M. had actual knowledge of the existence of the mortgages, but, claiming that they were inoperative as liens because not properly recorded, he sued out an attachment upon his judgment against B., and levied upon the cattle. Congress then passed a law declaring that mortgages so recorded "are hereby validated." In a contest between M. and the mortgagees, *Held*, that the act of Congress divested M. of no vested right, and was therefore valid. *McFadden* v. *Evans-Snider Buel Co.* (1900) 44 C. C. A. 494, 105 Fed. Rep. 293 (Sanborn J. dissenting), affirmed by the Supreme Court of the United States May 19, 1902.

M. was not a purchaser for value without notice. He had parted with nothing in reliance upon the defective condition of the record. He had no equitable claim, as he had actual notice of the existence of the mortgage. His judgment against B. was not affected, neither was his attachment destroyed, as it would hold any surplus after satisfying the mortgage. Congress had simply given legal effect to the equitable lien of the mortgage. Congress may pass retrospective laws in many cases, and this one deprived M. of no property or other vested right. *Freeborn* v. *Smith*, 2 Wall. 160, 17 L. ed. 922, and *Watson* v. *Mercer*, 8 Pet. 100, 8 L. ed. 881, were chiefly relied upon as furnishing analogies, though several other cases were cited.

CONSTITUTIONAL LAW—STATUTE PROHIBITING DISCHARGE OF MEMBERS OF LABOR UNIONS—The statutes of Wisconsin provide that "No person or corporation shall discharge an employee because he is a member of any labor organization." In a prosecution for a violation of this statute, *Held*, that the statute was unconstitutional and void. *State* v. *Kreutzberg*, (1902), —Wis. —, 90 N. W. Rep. 1098.